

## MIAMI BEACH

## PHS SPECIAL EVENT PERMIT

("PHS SEP")

Issued Date: December 2, 2024

Event Name: VIP Private Event, 101 N. Hibiscus Drive (12/6&amp;7/2024)

The owner of the above-referenced home has met, or agreed to meet before holding the event, the necessary requirements pursuant to this Permit:

Permittee: Daniel Liburdi, as authorized representative of 101 N Hibiscus LLC

Contact: Daniel Liburdi

Mobile:

Address: 101 N. Hibiscus Drive

Email Address:

Load-In:	December 4-5, 2024	Start Hour: 9:00 AM	End Hour: 6:00 PM
Event Date:	December 6, 2024	Start Hour: 6:00 PM	End Hour: 12:00 AM
Event Date:	December 7, 2024	Start Hour: 8:00 PM	End Hour: 12:00 AM
Load-Out:	December 9, 2024	Start Hour: 9:00 AM	End Hour: 6:00 PM

**\*\*THE PERMIT HOLDER SHALL ABIDE BY THE MIAMI-DADE COUNTY NOISE ORDINANCE AND CITY OF MIAMI BEACH NOISE ORDINANCE, ARTICLE IV OF THE CITY CODE. AMBIENT LEVEL FROM 11:00 PM – 7:00 AM NOT TO BE HEARD BEYOND 100 FEET. AT ALL OTHER TIMES, SOUND SHALL NOT EXCEED 70 Db AT ANY PROPERTY LINE OF THE EVENT PROPERTY\*\***

Location (s): 101 N. Hibiscus Drive

Occupancy Limit for Attendees: 300

**EVENT DESCRIPTION:**

This Special Events Permit ("Permit") authorizes **Daniel Liburdi** ("Permittee/Permit Holder") to activate **101 N. Hibiscus Drive** for **December 6, 2024** from **6:00 PM** through **midnight (12:00 AM)** the purpose of hosting **VIP Private Event** ("Event") on **December 7, 2024** from **8:00 PM** through **midnight (12:00 AM)**. Please see attached schedule for additional details, requirements and restrictions. The City will monitor all facets of load-in, activation, and load-out. Notifications have gone out to neighborhood associations via advisory. The Permit has been reviewed PHS Islands Association Security Committee in an advisory capacity on November 27th, 2024, at 3:30 PM.

**PUBLIC SAFETY:**

- All City of Miami Beach Departments have been notified regarding the event permitted activities.
- The Miami Beach Police Department (305-673-7823) has been notified of this event.
- Permittee shall abide by ICA Art Week Life Safety Plans submitted by the applicant and attached as Exhibit A.
- Fire watch required for period guests will be on the property.

**PARKING/ TRANSPORTATION:**

- No vehicles shall pick up or drop off attendees and no attendee shall park on any PHS Island during the event. Permittee will provide shuttle service to and from the event for attendees from a parking garage or other area of parking availability off-islands.

**SANITATION:**

- All arrangements and removal of garbage, trash, single stream recycling, and other debris are the sole responsibility of the Permit Holder including, but not limited to, any of the surrounding areas throughout the duration of the event and immediately following it.
- The Permit Holder may not dump in City of Miami Beach trash cans and/ or dumpsters.

**PERMIT CONDITIONS:**

- THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION. Failure to do so may result in a citation.
- The Permit Holder shall not exceed the existing occupant load assigned to the event area.

**NOISE/ EVENT ENTERTAINMENT:**

- The Miami Dade County and City of Miami Beach Noise Ordinance are in effect at all times.
- **This Permit does not override or allow for violation of the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance. The Permit Holder shall abide by the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance, Article IV of the City Code. Moreover, no sound shall exceed 70 Db at any property line of the event property. Ambient level entertainment after 11:00 PM not to be heard beyond 100 feet.**
- No fireworks or drones shall be permitted.

**BUILDING DEPARTMENT CONDITIONS:**

- **A building permit may be required for various elements of this event, which have not yet been granted. The permittee shall obtain all required building permit(s) from the City of Miami Beach Building Department before the event or remove any unpermitted elements for which a permit is required.**
- **All approved City of Miami Beach Building Department permits, and requisite Special Inspector forms must be on site for inspection at all times. Failure to provide such forms may result in a violation of this event permit.**
- Allowed temporary structures, which DO NOT require a City of Miami Beach Building Department permit, include: portable generators rated at 5000 watts or less (must be: enclosed by a fence or barricade have sound muffled to abide by noise ordinance, include absorbent padding underneath it if on sand or grass, and all cabling must be ADA compliant).
- No element, including but not limited to cables, may be placed on any property (public or private) other than the Permittee's property.
- The Permit Holder is responsible for taking all necessary measures to ensure public safety.
- **Any temporary structures not listed, as part of this permit, that are installed at the event site must have approved City of Miami Beach Building Department permits and requisite Special Inspector forms posted for each installation available for inspection at all times. Failure to do so is a violation of this Special Event permit.**

**OCCUPANCY:**

- The Permit Holder shall not exceed occupant load approved for the event area.

**STREET CLOSURES/ LANE REDUCTIONS/ ROW PERMITS:**

- Unless otherwise stated in this Permit, no closures, lane reductions or traffic holds are permitted.
- **Road closures per Transportation and Public Works approved MOT only.**

**INSPECTIONS:**

- The Permit Holder hereby ratifies and confirms the permission granted pursuant to the PHS Islands Special Event permit application the City's right to unrestricted access to the private property set forth herein at any time before the event at a mutually agreeable time accompanied by Permittee or their authorized agent, and during the event at any time with or without accompaniment for any governmental official with the City of Miami Beach, which includes, but is not limited to, City Attorneys, Police Officer(s), Fire Inspector(s) and Paramedic(s) or any other Fire Department Official(s), Building Inspector(s), Code Compliance Officer(s), or any Field Monitor(s). Any City of Miami Beach official shall have the unrestricted access to the private property and will have the authority to conduct any appropriate inspections pertaining to, or related with, any aspect of the Special Event activities identified within this permit.
- The Permit Holder hereby acknowledges and affirms that the failure to permit an inspection of the private property by the City of Miami Beach shall result in the immediate termination of the Special Event activities.

**OTHER/ DISCLAIMER:**

- The City of Miami Beach reserves the right to amend this Permit at its discretion.
- Should any of the Permit conditions be violated in any way, the Permit Holder may be cited, the event may be terminated, and event organizers refusing to comply with lawful orders of an officer as defined in Fla. Stat. 843.02 may face arrest.
- The issuance of this permit does not grant the Permit Holder the right to use the City of Miami Beach logo or likeness.

APPROVED BY: \_\_\_\_\_

  
Eric Carpenter, City Manager

The Permittee's authorized agent hereby agrees to the terms and conditions of this PHS Special Event Permit.

ACCEPTED BY: \_\_\_\_\_

Daniel Liburdi



**TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT**

**AUTHORITY:** This Permit is issued by the authority of the City Manager (the 'Permitter'), for the purpose of special events on public property, or private property where such event would not normally be allowed, pursuant to the Special Events Guidelines, as same may be amended from time to time (the Guidelines).

**PERMIT REQUIRED:** This Permit is a public record and must be maintained and available for inspection at all times at the location on which the Event occurs. This Permit may not be assigned, altered, and/or the terms of this Permit varied from by the Permittee without the prior written consent of the City of Miami Beach. This Permit shall not be valid unless approved and executed by the City Manager.

**COMPLIANCE WITH PERMIT AND LAWS:** Permittee agrees to comply with the terms and conditions of this Permit; and with all applicable Federal, State, and local laws, regulations, ordinances, and rules. Non-compliance shall be subject to enforcement by the City, through and including, but not limited to, City Police, Code Compliance Officers, Fire Inspectors, or such other authorities (whether City, State, or Federal) having jurisdiction, and may further result in revocation of this Permit and/or cancellation, suspension, or early termination of the Event, and/or arrest. The Permitter, or an authorized representative, may modify, suspend, or revoke this Permit, at his/her sole discretion, including, but not limited to, such cases where the Permitter finds that Permittee's activities and/or the Event is contrary to the health, safety and welfare of any person, or that said activities are or will cause damage to real or personal property.

**INSURANCE:** This Permit is granted subject to Permittee providing the City any and all applicable Certificate(s) of Insurance, including general liability insurance, for bodily injury, death, property damage, and personal injury. All Insurance Certificate(s) must name the City of Miami Beach as additional insured and policyholder.

**INDEMNIFICATION:** In consideration of the City's approval of this Permit, and the granting of the privilege herein, Permittee waives all claims against the City of Miami Beach, its officers, agents and employees, for loss or damages caused by, arising out of, or in any way connected with this Permit or of the Event. Permittee agrees to indemnify, defend and hold harmless the City of Miami Beach, its officers, agents and employees, from any and all alleged claims, loss, damage or liability caused by, arising out of, or in any way connected with the granting of this Permit or of the Event.

**RISK:** Permittee acknowledges it is holding this Event solely at its own risk and expressly waives any right to make or prosecute claims or demands against the City of Miami Beach for any loss, injury or damage which Permittee or its officers, agents, employees, guests, invitees, and any other persons or entities related to or associated with the Permittee and/or Event may sustain in the exercise of the permissions granted, or by reason of any defect, deficiency or impairment which may occur from time to time from any cause or the utilities or other services furnished, or for any loss resulting from fire, water, wind, civil commotion, riot, landslide, or acts of God.

**REMOVAL OF MATERIALS:** The Permittee shall clean up and restore the Event location and the public right of way adjacent to and in the vicinity of the location as they were prior to the Event taking place, including, but not limited to, the removal of all temporary structures, equipment, trash and garbage removal, and any other restoration of City property and facilities, as deemed necessary by the City. All such work shall be completed within the time specified in the Permit (i.e., load-out date), unless the City agrees in writing, that this may be done at a later time. In the event the Permittee fails to comply, the City of Miami Beach may remove and restore same if on its property, and Permittee shall pay any costs incurred. Permittee agrees to pay the City of Miami Beach for damage to City of Miami Beach property and facilities resulting from operations undertaken by Permittee.

**VENUE:** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. CITY AND PERMITTEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND PERMITTEE MAY HERINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERMIT AREA(S).

MIAMI BEACH

PHS SPECIAL EVENT PERMIT

("PHS SEP")

Issued Date: December 2, 2024

Event Name: ICA Art Week Event, 42 Star Island Drive (12/6/2024)

The owner of the above-referenced home has met, or agreed to meet before holding the event, the necessary requirements pursuant to this Permit:

Permittee: Leonard Hochstein, as authorized representative of The Leonard Hochstein Qualified Personal Residence Trust

Contact: Leonard Hochstein

Mobile: 305-926-8973

Address: 42 Star Island Drive

Email Address: lh@hochsteinmd.com

Load-In:	December 4-5, 2024	Start Hour: 8:00 AM	End Hour: 9:00 PM
	December 6, 2024	Start Hour: 8:00 AM	End Hour: 7:00 PM
Event Date:	December 6, 2024	Start Hour: 8:00 PM	End Hour: 12:00 AM
Load-Out:	December 7, 2024	Start Hour: 8:00 AM	End Hour: 7 PM

**\*\*THE PERMIT HOLDER SHALL ABIDE BY THE MIAMI-DADE COUNTY NOISE ORDINANCE AND CITY OF MIAMI BEACH NOISE ORDINANCE, ARTICLE IV OF THE CITY CODE. AMBIENT LEVEL FROM 11:00 PM – 7:00 AM NOT TO BE HEARD BEYOND 100 FEET. AT ALL OTHER TIMES, SOUND SHALL NOT EXCEED 70 Db AT ANY PROPERTY LINE OF THE EVENT PROPERTY\*\***

Location (s): 42 Star Island Drive

Occupancy Limit for Attendees: Limited to 850 at any one time

**EVENT DESCRIPTION:**

This Special Events Permit ("Permit") authorizes **Leonard Hochstein** ("Permittee/Permit Holder") to activate **42 Star Island** for the purpose of hosting **ICA Art Week Event** ("Event") on **December 6, 2024** from **8:00 PM** through **midnight (12:00 AM)**. Please see attached schedule for additional details, requirements and restrictions. The City will monitor all facets of load-in, activation, and load-out. Notifications have gone out to neighborhood associations via advisory. The Permit has been reviewed PHS Islands Association Security Committee in an advisory capacity on November 27th, 2024, at 3:30 PM.

**PUBLIC SAFETY:**

- All City of Miami Beach Departments have been notified regarding the event permitted activities.
- The Miami Beach Police Department (305-673-7823) has been notified of this event.
- Permittee shall abide by ICA Art Week Life Safety Plans submitted by the applicant and attached as Exhibit A.



- Fire watch required for period guests will be on the property.

#### **PARKING/ TRANSPORTATION:**

- No vehicles shall pick up or drop off attendees and no attendee shall park on any PHS Island during the event. Permittee will provide shuttle service to and from the event for attendees from a parking garage or other area of parking availability off-islands.

#### **SANITATION:**

- All arrangements and removal of garbage, trash, single stream recycling, and other debris are the sole responsibility of the Permit Holder including, but not limited to, any of the surrounding areas throughout the duration of the event and immediately following it.
- The Permit Holder may not dump in City of Miami Beach trash cans and/ or dumpsters.

#### **PERMIT CONDITIONS:**

- THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION. Failure to do so may result in a citation.
- The Permit Holder shall not exceed the existing occupant load assigned to the event area.

#### **NOISE/ EVENT ENTERTAINMENT:**

- The Miami Dade County and City of Miami Beach Noise Ordinance are in effect at all times.
- **This Permit does not override or allow for violation of the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance. The Permit Holder shall abide by the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance, Article IV of the City Code. Moreover, no sound shall exceed 70 Db at any property line of the event property. Ambient level entertainment after 11:00 PM not to be heard beyond 100 feet.**
- No fireworks or drones shall be permitted.

#### **BUILDING DEPARTMENT CONDITIONS:**

- **A building permit may be required for various elements of this event, which have not yet been granted. The permittee shall obtain all required building permit(s) from the City of Miami Beach Building Department before the event or remove any unpermitted elements for which a permit is required.**
- **All approved City of Miami Beach Building Department permits, and requisite Special Inspector forms must be on site for inspection at all times. Failure to provide such forms may result in a violation of this event permit.**
- Allowed temporary structures, which DO NOT require a City of Miami Beach Building Department permit, include: portable generators rated at 5000 watts or less (must be: enclosed by a fence or barricade have sound muffled to abide by noise ordinance, include absorbent padding underneath it if on sand or grass, and all cabling must be ADA compliant).
- No element, including but not limited to cables, may be placed on any property (public or private) other than the Permittee's property.
- The Permit Holder is responsible for taking all necessary measures to ensure public safety.
- **Any temporary structures not listed, as part of this permit, that are installed at the event site must have approved City of Miami Beach Building Department permits and requisite Special Inspector forms posted for each installation available for inspection at all times. Failure to do so is a violation of this Special Event permit.**

**OCCUPANCY:**

- The Permit Holder shall not exceed occupant load approved for the event area.

**STREET CLOSURES/ LANE REDUCTIONS/ ROW PERMITS:**

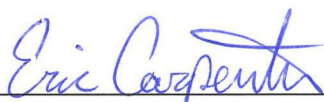
- Unless otherwise stated in this Permit, no closures, lane reductions or traffic holds are permitted.
- **Road closures per Transportation and Public Works approved MOT only.**

**INSPECTIONS:**

- The Permit Holder hereby ratifies and confirms the permission granted pursuant to the PHS Islands Special Event permit application the City's right to unrestricted access to the private property set forth herein at any time before the event at a mutually agreeable time accompanied by Permittee or their authorized agent, and during the event at any time with or without accompaniment for any governmental official with the City of Miami Beach, which includes, but is not limited to, City Attorneys, Police Officer(s), Fire Inspector(s) and Paramedic(s) or any other Fire Department Official(s), Building Inspector(s), Code Compliance Officer(s), or any Field Monitor(s). Any City of Miami Beach official shall have the unrestricted access to the private property and will have the authority to conduct any appropriate inspections pertaining to, or related with, any aspect of the Special Event activities identified within this permit.
- The Permit Holder hereby acknowledges and affirms that the failure to permit an inspection of the private property by the City of Miami Beach shall result in the immediate termination of the Special Event activities.

**OTHER/ DISCLAIMER:**

- The City of Miami Beach reserves the right to amend this Permit at its discretion.
- Should any of the Permit conditions be violated in any way, the Permit Holder may be cited, the event may be terminated, and event organizers refusing to comply with lawful orders of an officer as defined in Fla. Stat. 843.02 may face arrest.
- The issuance of this permit does not grant the Permit Holder the right to use the City of Miami Beach logo or likeness.

APPROVED BY:   
Eric Carpenter, City Manager

The Permittee's authorized agent hereby agrees to the terms and conditions of this PHS Special Event Permit.

ACCEPTED BY: \_\_\_\_\_  
Leonard Hochstein



**TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT**

**AUTHORITY:** This Permit is issued by the authority of the City Manager (the 'Permitter'), for the purpose of special events on public property, or private property where such event would not normally be allowed, pursuant to the Special Events Guidelines, as same may be amended from time to time (the Guidelines).

**PERMIT REQUIRED:** This Permit is a public record and must be maintained and available for inspection at all times at the location on which the Event occurs. This Permit may not be assigned, altered, and/or the terms of this Permit varied from by the Permittee without the prior written consent of the City of Miami Beach. This Permit shall not be valid unless approved and executed by the City Manager.

**COMPLIANCE WITH PERMIT AND LAWS:** Permittee agrees to comply with the terms and conditions of this Permit; and with all applicable Federal, State, and local laws, regulations, ordinances, and rules. Non-compliance shall be subject to enforcement by the City, through and including, but not limited to, City Police, Code Compliance Officers, Fire Inspectors, or such other authorities (whether City, State, or Federal) having jurisdiction, and may further result in revocation of this Permit and/or cancellation, suspension, or early termination of the Event, and/or arrest. The Permitter, or an authorized representative, may modify, suspend, or revoke this Permit, at his/her sole discretion, including, but not limited to, such cases where the Permitter finds that Permittee's activities and/or the Event is contrary to the health, safety and welfare of any person, or that said activities are or will cause damage to real or personal property.

**INSURANCE:** This Permit is granted subject to Permittee providing the City any and all applicable Certificate(s) of Insurance, including general liability insurance, for bodily injury, death, property damage, and personal injury. All Insurance Certificate(s) must name the City of Miami Beach as additional insured and policyholder.

**INDEMNIFICATION:** In consideration of the City's approval of this Permit, and the granting of the privilege herein, Permittee waives all claims against the City of Miami Beach, its officers, agents and employees, for loss or damages caused by, arising out of, or in any way connected with this Permit or of the Event. Permittee agrees to indemnify, defend and hold harmless the City of Miami Beach, its officers, agents and employees, from any and all alleged claims, loss, damage or liability caused by, arising out of, or in any way connected with the granting of this Permit or of the Event.

**RISK:** Permittee acknowledges it is holding this Event solely at its own risk and expressly waives any right to make or prosecute claims or demands against the City of Miami Beach for any loss, injury or damage which Permittee or its officers, agents, employees, guests, invitees, and any other persons or entities related to or associated with the Permittee and/or Event may sustain in the exercise of the permissions granted, or by reason of any defect, deficiency or impairment which may occur from time to time from any cause or the utilities or other services furnished, or for any loss resulting from fire, water, wind, civil commotion, riot, landslide, or acts of God.

**REMOVAL OF MATERIALS:** The Permittee shall clean up and restore the Event location and the public right of way adjacent to and in the vicinity of the location as they were prior to the Event taking place, including, but not limited to, the removal of all temporary structures, equipment, trash and garbage removal, and any other restoration of City property and facilities, as deemed necessary by the City. All such work shall be completed within the time specified in the Permit (i.e., load-out date), unless the City agrees in writing, that this may be done at a later time. In the event the Permittee fails to comply, the City of Miami Beach may remove and restore same if on its property, and Permittee shall pay any costs incurred. Permittee agrees to pay the City of Miami Beach for damage to City of Miami Beach property and facilities resulting from operations undertaken by Permittee.

**VENUE:** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. CITY AND PERMITTEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND PERMITTEE MAY HERINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERMIT AREA(S).



MIAMI BEACH

PHS SPECIAL EVENT PERMIT

("PHS SEP")

Issued Date: December 2, 2024

Event Name: Sinan's Art Basel Birthday Bash Event, 165 N. Hibiscus Drive (12/5/2024)

The owner of the above-referenced home has met, or agreed to meet before holding the event, the necessary requirements pursuant to this Permit:

Permittee: Sinan Tuna, as authorized representative of Hibiscus Investments LLC

Contact: Sinan Tuna / Yoli

Mobile: Yoli – 305-905-5908

Address: 165 N. Hibiscus Drive

Email Address:

Load-In:	December 1, 2024	Start Hour: 8:00 AM	End Hour: 5:00 PM
Event Date:	December 5, 2024	Start Hour: 9:00 PM	End Hour: 12:00 AM
Load-Out:	December 6, 2024	Start Hour: 8:00 AM	End Hour: 5:00 PM

**\*\*THE PERMIT HOLDER SHALL ABIDE BY THE MIAMI-DADE COUNTY NOISE ORDINANCE AND CITY OF MIAMI BEACH NOISE ORDINANCE, ARTICLE IV OF THE CITY CODE. AMBIENT LEVEL FROM 11:00 PM – 7:00 AM NOT TO BE HEARD BEYOND 100 FEET. AT ALL OTHER TIMES, SOUND SHALL NOT EXCEED 70 Db AT ANY PROPERTY LINE OF THE EVENT PROPERTY\*\***

Location (s): 165 N. Hibiscus Drive

Occupancy Limit for Attendees: 200

**EVENT DESCRIPTION:**

This Special Events Permit ("Permit") authorizes **Sinan Tuna** ("Permittee/Permit Holder") to activate **165 N. Hibiscus Drive** for the purpose of hosting **Sinan's Art Basel Birthday Bash Event** ("Event") on **December 5, 2024** from **9:00 PM** through **midnight (12:00 AM)**. Please see attached schedule for additional details, requirements and restrictions. The City will monitor all facets of load-in, activation, and load-out. Notifications have gone out to neighborhood associations via advisory. The Permit has been reviewed PHS Islands Association Security Committee in an advisory capacity on November 27th, 2024, at 3:30 PM.

**PUBLIC SAFETY:**

- All City of Miami Beach Departments have been notified regarding the event permitted activities.
- The Miami Beach Police Department (305-673-7823) has been notified of this event.
- Permittee shall abide by ICA Art Week Life Safety Plans submitted by the applicant and attached as Exhibit A.
- Fire watch required for period guests will be on the property.

**PARKING/ TRANSPORATION:**

- No vehicles shall pick up or drop off attendees and no attendee shall park on any PHS Island during the event. Permittee will provide shuttle service to and from the event for attendees from a parking garage or other area of parking availability off-islands.

**SANITATION:**

- All arrangements and removal of garbage, trash, single stream recycling, and other debris are the sole responsibility of the Permit Holder including, but not limited to, any of the surrounding areas throughout the duration of the event and immediately following it.
- The Permit Holder may not dump in City of Miami Beach trash cans and/ or dumpsters.

**PERMIT CONDITIONS:**

- THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION. Failure to do so may result in a citation.
- The Permit Holder shall not exceed the existing occupant load assigned to the event area.

**NOISE/ EVENT ENTERTAINMENT:**

- The Miami Dade County and City of Miami Beach Noise Ordinance are in effect at all times.
- **This Permit does not override or allow for violation of the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance. The Permit Holder shall abide by the Miami Dade County Noise Ordinance and City of Miami Beach Noise Ordinance, Article IV of the City Code. Moreover, no sound shall exceed 70 Db at any property line of the event property. Ambient level entertainment after 11:00 PM not to be heard beyond 100 feet.**
- No fireworks or drones shall be permitted.

**BUILDING DEPARTMENT CONDITIONS:**

- **A building permit may be required for various elements of this event, which have not yet been granted. The permittee shall obtain all required building permit(s) from the City of Miami Beach Building Department before the event or remove any unpermitted elements for which a permit is required.**
- **All approved City of Miami Beach Building Department permits, and requisite Special Inspector forms must be on site for inspection at all times. Failure to provide such forms may result in a violation of this event permit.**
- Allowed temporary structures, which DO NOT require a City of Miami Beach Building Department permit, include: portable generators rated at 5000 watts or less (must be: enclosed by a fence or barricade have sound muffled to abide by noise ordinance, include absorbent padding underneath it if on sand or grass, and all cabling must be ADA compliant).
- No element, including but not limited to cables, may be placed on any property (public or private) other than the Permittee's property.
- The Permit Holder is responsible for taking all necessary measures to ensure public safety.
- **Any temporary structures not listed, as part of this permit, that are installed at the event site must have approved City of Miami Beach Building Department permits and requisite Special Inspector forms posted for each installation available for inspection at all times. Failure to do so is a violation of this Special Event permit.**

**OCCUPANCY:**



- The Permit Holder shall not exceed occupant load approved for the event area.

**STREET CLOSURES/ LANE REDUCTIONS/ ROW PERMITS:**

- Unless otherwise stated in this Permit, no closures, lane reductions or traffic holds are permitted.
- Road closures per Transportation and Public Works approved MOT only.

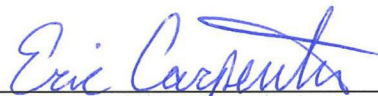
**INSPECTIONS:**

- The Permit Holder hereby ratifies and confirms the permission granted pursuant to the PHS Islands Special Event permit application the City's right to unrestricted access to the private property set forth herein at any time before the event at a mutually agreeable time accompanied by Permittee or their authorized agent, and during the event at any time with or without accompaniment for any governmental official with the City of Miami Beach, which includes, but is not limited to, City Attorneys, Police Officer(s), Fire Inspector(s) and Paramedic(s) or any other Fire Department Official(s), Building Inspector(s), Code Compliance Officer(s), or any Field Monitor(s). Any City of Miami Beach official shall have the unrestricted access to the private property and will have the authority to conduct any appropriate inspections pertaining to, or related with, any aspect of the Special Event activities identified within this permit.
- The Permit Holder hereby acknowledges and affirms that the failure to permit an inspection of the private property by the City of Miami Beach shall result in the immediate termination of the Special Event activities.

**OTHER/ DISCLAIMER:**

- The City of Miami Beach reserves the right to amend this Permit at its discretion.
- Should any of the Permit conditions be violated in any way, the Permit Holder may be cited, the event may be terminated, and event organizers refusing to comply with lawful orders of an officer as defined in Fla. Stat. 843.02 may face arrest.
- The issuance of this permit does not grant the Permit Holder the right to use the City of Miami Beach logo or likeness.

APPROVED BY: \_\_\_\_\_

  
Eric Carpenter, City Manager

The Permittee's authorized agent hereby agrees to the terms and conditions of this PHS Special Event Permit.

ACCEPTED BY: \_\_\_\_\_

Sinan Tuna

### TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT

**AUTHORITY:** This Permit is issued by the authority of the City Manager (the 'Permitter'), for the purpose of special events on public property, or private property where such event would not normally be allowed, pursuant to the Special Events Guidelines, as same may be amended from time to time (the Guidelines).

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**COMPLIANCE WITH PERMIT AND LAWS:** Permittee agrees to comply with the terms and conditions of this Permit; and with all applicable Federal, State, and local laws, regulations, ordinances, and rules. Non-compliance shall be subject to enforcement by the City, through and including, but not limited to, City Police, Code Compliance Officers, Fire Inspectors, or such other authorities (whether City, State, or Federal) having jurisdiction, and may further result in revocation of this Permit and/or cancellation, suspension, or early termination of the Event, and/or arrest. The Permitter, or an authorized representative, may modify, suspend, or revoke this Permit, at his/her sole discretion, including, but not limited to, such cases where the Permitter finds that Permittee's activities and/or the Event is contrary to the health, safety and welfare of any person, or that said activities are or will cause damage to real or personal property.

**INSURANCE:** This Permit is granted subject to Permittee providing the City any and all applicable Certificate(s) of Insurance, including general liability insurance, for bodily injury, death, property damage, and personal injury. All Insurance Certificate(s) must name the City of Miami Beach as additional insured and policyholder.

**INDEMNIFICATION:** In consideration of the City's approval of this Permit, and the granting of the privilege herein, Permittee waives all claims against the City of Miami Beach, its officers, agents and employees, for loss or damages caused by, arising out of, or in any way connected with this Permit or of the Event. Permittee agrees to indemnify, defend and hold harmless the City of Miami Beach, its officers, agents and employees, from any and all alleged claims, loss, damage or liability caused by, arising out of, or in any way connected with the granting of this Permit or of the Event.

**RISK:** Permittee acknowledges it is holding this Event solely at its own risk and expressly waives any right to make or prosecute claims or demands against the City of Miami Beach for any loss, injury or damage which Permittee or its officers, agents, employees, guests, invitees, and any other persons or entities related to or associated with the Permittee and/or Event may sustain in the exercise of the permissions granted, or by reason of any defect, deficiency or impairment which may occur from time to time from any cause or the utilities or other services furnished, or for any loss resulting from fire, water, wind, civil commotion, riot, landslide, or acts of God.

**REMOVAL OF MATERIALS:** The Permittee shall clean up and restore the Event location and the public right of way adjacent to and in the vicinity of the location as they were prior to the Event taking place, including, but not limited to, the removal of all temporary structures, equipment, trash and garbage removal, and any other restoration of City property and facilities, as deemed necessary by the City. All such work shall be completed within the time specified in the Permit (i.e., load-out date), unless the City agrees in writing, that this may be done at a later time. In the event the Permittee fails to comply, the City of Miami Beach may remove and restore same if on its property, and Permittee shall pay any costs incurred. Permittee agrees to pay the City of Miami Beach for damage to City of Miami Beach property and facilities resulting from operations undertaken by Permittee.

**VENUE:** This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. CITY AND PERMITTEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND PERMITTEE MAY HERINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERMIT AREA(S).